

DEPARTMENT OF TRANSPORTATION

ESC/OE MS #43
1737 30TH. Street 2ND. Floor
SACRAMENTO, CA 945816



June 29, 1999

04-SF-80-5.8/7.6
04-043554

Addendum No. 3

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in THE CITY AND COUNTY OF SAN FRANCISCO AT SAN FRANCISCO-OAKLAND BAY BRIDGE FROM 0.2 MILE EAST OF SAN FRANCISCO ANCHORAGE TO YERBA BUENA ANCHORAGE.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on July 13, 1999.

This addendum is being issued to the Notice to Contractors and Special Provisions.

In the Special Provisions, Section 5-1.17, "Partnering" is revised as follows:

"5-1.17 PARTNERING

The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

A one-day "Training in Partnering Concepts" forum will be conducted regardless of whether the Contractor requests the formation of a "Partnering" relationship. The forum will be conducted locally for the Contractor and the Engineer's project representatives. The Contractor shall be represented by a minimum of two representatives, one being the Contractor's authorized representative pursuant to Section 5-1.06, "Superintendence," of the Standard Specifications. If, upon the Contractor's request, "Partnering" is approved by the Engineer, "Training in Partnering Concepts" shall be conducted prior to the "Partnering" workshop. Scheduling of "Training in Partnering Concepts," selection of the Engineer's representatives to participate in "Training of Partnering Concepts," and selection of the partnering concepts trainer and site shall be as determined by the Engineer.

The Contractor may request the formation of a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop,

selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a trainer and site for the "Training in Partnering Concepts" forum will be borne by the State. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The State will reimburse the Contractor for these costs as extra work in conformance with the provisions in Section 4-1.03D of the Standard Specifications. Full compensation for the wages and expenses of the Contractor's representatives, including travel costs, shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

The costs involved in providing a "Partnering" facilitator and a workshop site will be borne equally by the State and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer.

Markups will not be added to the costs of "Training in Partnering Concepts" or the costs of providing a "Partnering" facilitator and workshop site. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract."

In the Special Provisions, Section 5-1.20, "Payments" the following paragraph is added after the first paragraph:

"For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract item of work hereinafter listed shall be deemed to be the maximum value of said contract item of work which will be recognized for progress payment purposes.

Electronic Mobile Daily Diary System Data Delivery
\$12,500"

In the Special Provisions, Section 5-1.21, "Sound Control Requirements", the first sentence of the fifth paragraph is revised as follows:

"Should the noise level from any work operation performed between the hours of 8:00 p.m. and 8:00 a.m., except when placing and removing temporary tailing (type K) and performing deck removal and replacement as noted above, exceed the allowable limits of 80 dBA, Lmax, the operation shall cease immediately."

In the Special Provisions, Section 10-1.10, "Electronic Mobile Daily Diary System Data Delivery", is revised as attached.

In the Special Provisions, Section 10-1.22J, "Remove Rivet", the sixth paragraph is replaced as follows:

"Rivets to be removed shall have their head chipped off and the shank driven, drilled, cored or jacked out as required. Alternate methods may be submitted to the Engineer for review and approval. Care shall be taken not to enlarge rivet holes or to damage remaining material. Burning will not be permitted. The Contractor shall demonstrate removal methods using heat to the Engineer. Heat resulting from any removal method shall not damage rivet holes or the surrounding materials.

Access to existing rivets is restricted in many locations and will require the use of non-standard, modified, or special tools and equipment. Approximately 5 percent of the existing rivets with grip lengths less than 2 1/2 inches are in rivet holes with misaligned plies and may be difficult to remove. Approximately 40 percent of the existing rivets with grip lengths greater than 2 1/2 inches are in rivet holes with misaligned plies and may be difficult to remove. Misalignment of holes from one ply to the next may be up to 1/16".

In the Special Provisions, Section 10-1.22J, "Remove Rivet", the thirteenth paragraph is revised as follows:

"Full compensation for enlarging rivets holes by not more than 1/16 inch in diameter greater than the nominal bolt diameter shown on the plans, shall be considered as included in the contract price paid per unit for remove rivet and no additional compensation will be allowed therefor."

To Proposal and Contract book holders:

- INDICATE RECEIPT OF THIS ADDENDUM BY FILLING IN THE NUMBER OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE SIGNATURE PAGE OF THE PROPOSAL.
- Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.
- Inform subcontractors and suppliers as necessary.

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This office is sending this addendum by UPS overnight mail to Proposal and Contract book holders to ensure that each receives it.

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

NICK YAMBAO, Chief
Plans, Specifications &
Estimates Branch
Office of Office Engineer

"10-1.10 ELECTRONIC MOBILE DAILY DIARY SYSTEM DATA DELIVERY

Attention is directed to Sections 5-1.10, "Equipment and Plants," and 7-1.01A(3), "Payroll Records," of the Standard Specifications, and these special provisions.

The Contractor shall submit to the Engineer a list of each piece of equipment and its identifying number, type, make, model and rate code in accordance with the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rate" which is in effect on the date the work is performed, and the names, labor rates and work classifications for all field personnel employed by the Contractor and all subcontractors in connection with the public work, together with such additional information as is identified below. This information shall be updated and submitted to the Engineer weekly through the life of the project.

This personnel information will only be used for this mobile daily diary computer system and it will not relieve the Contractor and subcontractors from all the payroll records requirements as required by Section 7-1.01A(3), "Payroll Records," of the Standard Specifications.

The Contractor shall provide the personnel and equipment information not later than 11 days after the contract award for its own personnel and equipment, and not later than 5 days before start of work by any subcontractor for the labor and equipment data of that subcontractor.

The minimum data to be furnished shall comply with the following specifications:

Data Content Requirements.--

1. The Contractor shall provide the following basic information for itself and for each subcontractor that will be used on the contract:

Company name.	Alphanumeric; up to 30 characters.
Federal tax ID	Alphanumeric; up to 10 characters.
State contractor license	Alphanumeric; up to 20 characters.
Company type (prime or sub)	Alphanumeric; up to 10 characters.
Address (line 1).	Alphanumeric; up to 30 characters.
Address (line 2).	Alphanumeric; up to 30 characters.
Address (city).	Alphanumeric; up to 30 chars.
Address (2-letter state code).	Alphanumeric; up to 2 characters.
Address (zip code)	Alphanumeric; up to 14 characters.
Contact name.	Alphanumeric; up to 30 characters
Telephone number (with area code).	Alphanumeric; up to 20 characters.
Company code: short company name.	Alphanumeric; up to 10 characters.
Type of work (Department-supplied codes)	Alphanumeric; up to 30 characters
DBE status (Department-supplied codes)	Alphanumeric; up to <u>20</u> characters.
Ethnicity for DBE status (Department-supplied codes).	Alphanumeric; up to <u>20</u> characters.
List of laborers to be used on this contract (detail specified below).	
List of equipment to be used on this contract (detail specified below).	

For example, one such set of information for a company might be:

XYZ CONSTRUCTION, INC.
94-2991040
AL1649T
SUB
1240 9TH STREET
SUITE 600
OAKLAND
CA
94612

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JOHN SMITH
(510) 834-9999
XYZ
PAVING
MBE
BLACK

2. The Contractor shall provide the following information for each laborer who will be used on the contract:

Company code (as defined above).	Alphanumeric; up to 10 characters.
Employee ID	Alphanumeric; up to 10 characters.
Last name.	Alphanumeric; up to 20 characters.
First name.	Alphanumeric; up to 15 characters.
Middle name.	Alphanumeric; up to 15 characters.
Suffix	Alphanumeric; up to 15 characters.
Labor trade (Department-provided codes).	Alphanumeric; up to 10 characters.
Labor classification (Department-provided codes).	Alphanumeric; up to 10 characters.
Regular hourly rate.	Alphanumeric; up to (6,2)
Overtime hourly rate.	Alphanumeric; up to (6,2)
Doubletime hourly rate	Alphanumeric; up to (6,2)
Standby hourly rate.	Alphanumeric; up to (6,2)
Ethnicity (Department-provided codes).	Alphanumeric; up to <u>20</u> characters.
Gender.	Alphanumeric; up to 1 characters.

For example, one such set of information might be:

XYZ
1249
GONZALEZ
HECTOR
VINCENT
JR.
OPR
JNY
22.75
30.25
37.75
0.00
HISPANIC
M

3. The Contractor shall provide the following information for each piece of equipment that will be used on the contract:

Company code (as defined above).	Alphanumeric; up to 10 characters.
Company's equipment ID number.	Alphanumeric; up to 10 characters.
Company's equipment description.	Alphanumeric; up to 60 characters.
Equipment type (from Department ratebook).	Alphanumeric; up to 60 characters.
Equipment make (from Department ratebook).	Alphanumeric; up to 60 characters.
Equipment model (from Department ratebook).	Alphanumeric; up to 60 characters.
Equipment rate code (from Department ratebook).	Alphanumeric; up to 10 characters
Regular hourly rate.	Alphanumeric; up to (6,2)
Overtime hourly rate.	Alphanumeric; up to (6,2)
Standby hourly rate	Alphanumeric; up to (6,2)
Idle hourly rate.	Alphanumeric; up to (6,2)
Rental flag.	Alphanumeric; up to 1 character.

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For example, one such set of information might be:

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XYZ
B043
CAT TRACTOR D-6C
TRACC
CAT
D-6C
3645
28.08
25.27
14.04
0.00
N
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Data Delivery Requirements.--

1. All data described in "Data Requirements" of this section shall be delivered to the Department electronically, on 3 1/2" floppy disks compatible with the Microsoft Windows operating system. The Contractor shall provide a weekly disk and hard copy of the required correct updated personnel and equipment information for the Contractor and all the subcontractors and verified correct by the Engineer.

2. Data of each type described in the previous section (contractor, labor, and equipment information) will be delivered separately, each type in one or more files on floppy disk. Any given file may contain information from one contractor or from multiple contractors, but only one type of data (contractor, labor, or equipment information).

3. The file format for all files delivered to Caltrans shall be standard comma-delimited, plain text files. This type of file (often called "CSV") is the most standard type for interchange of formatted data; it can be created and read by all desktop spreadsheet and desktop database applications. Characteristics of this type of file are:

- All data is in the form of plain ASCII characters.
- Each row of data (company, person, equipment) is delimited by a carriage return character.
- Within rows, each column (field) of data is delimited by a comma character.

4. The files shall have the following columns (i.e., each row shall have the following fields):

- Contractor info: 15 columns (fields) as specified in "Data Requirements #1", above.
- Labor info: 14 columns (fields) as specified in "Data Requirements #2", above.
- Equipment info: 12 columns (fields) as specified in "Data Requirements #3", above.

For each type of file, columns (fields) must be in the order specified under "Data Requirements", above. All columns (fields) described under "Data Requirements" must be present for all rows, even if some column (field) values are empty. The first row of each file may contain column headers (in plain text) rather than data, if desired.

5. Column (field) contents must conform to the data type and length requirements described in the "Data Requirement" section, above. In addition, column (field) data must conform to the following restrictions:

- All data shall be uppercase.
- Company type shall be either "PRIME" or "SUB".
- Labor trade and classification codes must conform to a list of standard codes that will be supplied by Department.
- Contractor type of work codes and DBE status codes must conform to a list of standard codes that will be supplied by Department.

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- Ethnicity codes must conform to standard codes that will be supplied by Department.
- Data in the "gender" column must be either "M" or "F".
- Data in the "rental equipment" column must be either "Y" or "N".
- Equipment owner's description may not be omitted. (The description, together with the equipment number, is how the equipment will be identified in the field.) Include manufacturer, rated capacity & trade description
- Equipment type, make, model, and ratebook code shall conform to the Department of Transportation Publication entitled "Labor Surcharge and Equipment Rental Rate", which is in effect on the date the work is performed. If the equipment in question does not have an entry in the book then alternate, descriptive entries may be made in these fields as directed by the Engineer.

6. The name of each file must indicate its contents, e.g., "XYZlab.csv" for laborers from XYZ Company, Inc. Each floppy disk supplied to Caltrans must be accompanied by a printed list of the files it contains with a brief description of the contents of each file.

PAYMENT.-- Payment for providing electronic mobile daily diary computer system data delivery will be made on a lump sum basis. The lump sum bid price for electronic mobile daily diary computer system data delivery will be made according to the following schedule:

The Contractor will receive not more than 4.000 per cent per month of the total bid price for electronic mobile daily diary computer system data delivery .

After the completion of the work, 100 per cent payment will be made for electronic mobile daily diary computer system data delivery less the permanent deduction, if any, for failure to deliver complete weekly electronic mobile daily diary computer system data in each month.

The contract lump sum price paid for electronic mobile daily diary computer system data delivery shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in electronic mobile daily diary computer system data delivery as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Department will retain an amount equal to 25 percent of the estimated value of the work performed during the first estimate period in which the Contractor fails to submit electronic mobile daily diary computer system data delivery conforming to the requirements of this section, as determined by the Engineer. Thereafter, on subsequent successive estimate periods the percentage the Department will retain will be increased at the rate of 25 percent per estimate period in which acceptable electronic mobile daily diary computer system data have not been submitted to the Engineer. Retentions for failure to submit acceptable electronic mobile daily diary computer system data shall be additional to all other retentions provided for in the contract. The retention for failure to submit acceptable electronic mobile daily diary computer system data will be released for payment on the next monthly estimate for partial payment following the date that acceptable electronic mobile daily diary computer system data is submitted to the Engineer.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications, shall not apply to the item of electronic

mobile daily diary computer system data delivery. Adjustments in compensation for electronic mobile daily diary computer system data delivery will not be made for any increased or decreased work ordered by the Engineer in furnishing electronic mobile daily diary computer system data.

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